

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
Civil Action No. 1:17-cv-304**

ARTESIA SPRINGS, LLC,	:	
HOD ENTERPRISES, L.P., AND	:	
JOHN C. COOKE,	:	
	:	
Claimants,	:	MOTION TO CONFIRM
	:	ARBITRATION AWARD
v.	:	
	:	
PRIMO WATER CORPORATION,	:	
	:	
Respondent.	:	

Pursuant to 9 U.S.C. § 13, Artesia Springs, LLC, HOD Enterprises, L.P., and John C. Cooke (collectively “Claimants”) hereby move the Court for entry of an Order confirming an arbitration award (the “Award”) under the Federal Arbitration Act. In support of this Motion, Claimants show the Court as follows:

**I.
PARTIES**

1. Artesia Springs, LLC (“Artesia”) is a Texas limited liability company with its principal place of business in San Antonio, Texas.

2. HOD Enterprises, L.P. (“HODE”), is a Texas limited partnership with its principal place of business in Harris County, Texas.

3. John C. Cooke (“Mr. Cooke”) is an individual who resides in Bexar County, Texas. Mr. Cooke is the owner of HODE, and was a party to the arbitration described below.

4. Primo Water Corporation (“Primo”) is a Delaware corporation with its principal place of business in Winston Salem, North Carolina. Primo may be served with process through its registered agent, David J. Mills, at 101 N. Cherry St., Suite 501, Winston Salem, North Carolina 27101-4080.

II. JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Primo. Primo has its principal place of business in Winston Salem, North Carolina and conducted arbitration with Claimants in Winston Salem, North Carolina.

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because there is a diversity of citizenship and the amount in controversy exceeds \$75,000.

III. MOTION

7. Artesia and HODE are parties to two Distribution Agreements (the “Agreements”) with Primo. Copies of the Agreements are attached hereto as **Exhibits A** (Artesia) and **B** (HODE).

8. The Agreements contain arbitration provisions (see Exhibit A at ¶21, Exhibit B at ¶14). Disputes arose, and pursuant to the arbitration provisions, Claimants and Primo submitted those disputes to arbitration.

9. The arbitration proceedings were held the week of January 9-13, 2017, in Winston-Salem, North Carolina, before a panel of three arbitrators, Catherine Biggs Arrowood, John T. Blankenship and Henry L. Parr, Jr. An Award of Arbitrators (the “Award”) was made and signed on March 20, 2017. A copy of the Award is attached hereto as **Exhibit C**.

10. In the March 20, 2017 Award, the arbitrators awarded Claimants relief as follows:

I. Primo shall pay to Artesia the following:

- a. \$1,370,951 for Primo’s breach of contract;
- b. \$278,845.44 in interest from September 5, 2014 to March 20, 2017; interest shall continue to accumulate after March 20, 2017 at the daily rate of \$300.48 until the award is paid.

II. Primo shall pay to HODE the following:

- a. \$697,539 for Primo’s breach of contract;
- b. \$141,501.44 in interest from September 5, 2014 to March 20, 2017; interest shall continue to accumulate after March 20, 2017 at the daily rate of \$152.89 until the award is paid.

III. Primo shall also pay to Artesia and HODE jointly the sum of \$1,033,306.00 in attorneys’ fees and litigation costs.

IV. Primo shall pay Artesia the sum of \$53,215.22 for Arbitrators compensation and shall pay HODE and Cooke the amount of \$53,215.22 for Arbitrators compensation.

V. Primo shall pay Artesia, HODE, and Cooke for Arbitrator expenses in the amount of \$3,971.19.

VI. The sums awarded herein shall be paid within thirty (30) days after the date of this Award [i.e. by April 19, 2017] and as noted above shall continue to accumulate interest on a daily basis as described above until fully paid.

WHEREFORE, Artesia Springs, LLC, HOD Enterprises, L.P., and John

C. Cooke request that the Court grant relief in their favor, and against Primo Water Corporation as follows:

- 1) That the Award of the arbitrators be confirmed as made;
 - 2) That post-judgment interest be awarded as required by the Award;
- and
- 3) That the Court award such other and further relief as it deems just and proper.

A proposed Order is attached.

Respectfully submitted this the 3rd day of April, 2017.

/s/ C. Vance Christopher
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CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served a copy of the Motion to Confirm Arbitration Award upon all parties to this action by the method(s) indicated below:

NAME	METHOD
Kiran H. Mehta Kiran.Mehta@troutmansanders.com Molly McIntosh Jagannathan Molly.Jagannathan@troutmansanders.com Troutman Sanders LLP 301 South College Street, Suite 3400 Charlotte, NC 28202	Hand Delivery <input type="checkbox"/> Facsimile <input type="checkbox"/> U.S. Mail <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/>

This the 3rd day of April, 2017.

/s/ Alan M. Ruley

ALAN M. RULEY

N.C. State Bar No. 16407

Attorney for Movants/Claimants